

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**SATIMA LUCAS, on behalf of herself
and others similarly situated,**

Plaintiff,

v.

ACCUTRACE, INC.,

Defendant.

Civil Action No. 7:18-cv-09059 (JCM)

CLASS ACTION

ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT

AND NOW, this 25th day of June, 2020, upon consideration of Plaintiff's Motion for Approval of Settlement, and any response from Defendant, it is HEREBY ORDERED as follows:

This matter, having come before the Court on the Plaintiff Satima Lucas's Motion for Approval of the proposed class action settlement with Defendant Accutrace, Inc.; the Court having considered all papers filed and arguments made with respect to the Settlement, and the Court, being fully advised in the premises, finds that:

A. For purposes of settlement, this action satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and (b)(2). The Classes as proposed are each so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Classes, the claims of the Class Representative are typical of the claims of the Classes, and the Class Representative will fairly and adequately protect the interests of the Classes. Pursuant to Rule 23(b)(2), the Plaintiff asserts that the party opposing the Classes has acted or refused to act on grounds that apply generally to the Classes, so that final injunctive relief is appropriate respecting the Classes as a whole.

B. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative.

C. Because the Settlement is for injunctive relief only under Rule 23(b)(2), no notice to the Classes is required and Defendant shall receive no release from any Class Member, with the exception of Plaintiff Lucas.

D. The Settlement is fair, reasonable and adequate to members of the Classes in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal.

E. The parties have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. This action is finally certified as a class action for settlement purposes only against Defendant Accutrace, Inc. on behalf of the Classes defined as follows:

a. A nationwide class of all consumers residing in the United States (including all Territories and other political subdivisions of the United States) who, beginning five years prior to the filing of this action and continuing through the resolution of this action, (i) were the subject of any consumer report prepared by Accutrace which included any non-conviction criminal record information which antedated the report by more than seven years; (ii) as to whom Defendant reported a public record or criminal record that had been expunged, vacated, sealed or dismissed prior to the date of the report in connection with an application for a residential lease or tenancy, employment or credit; (iii) as to whom Defendant reported a public record or criminal record of a juvenile offense in connection with an application for a residential lease or tenancy, employment or credit; and (iv) who, within five years prior to the filing of this action and extending through the resolution of this case, were the subject of a background report that was used by Defendant to take an adverse employment action regarding such applicant for employment, and for whom Defendant failed to provide the applicant a copy of his or her consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action.

b. A New York class of all consumers residing in the State of New York who, beginning two years prior to the filing of this action and continuing through the resolution of this action, were the subject of any consumer report prepared by Accutrace which included any record of conviction of a crime which antedated the report by more than seven years.

2. The Settlement Agreement submitted by the parties is approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. The parties are directed to consummate the Agreement in accordance with its terms.

3. This action is hereby dismissed on the merits, with prejudice and without costs.

4. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this action, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over the Defendant and the Plaintiff for any suit, action, proceeding, or dispute relating to this Order or the Settlement Agreement.

5. Upon consideration of Class Counsel's application for fees and expenses, the Court awards Class Counsel the sum of two hundred, forty thousand dollars (\$240,000.00) as reasonable fees and expenses incurred in representing the Class. Defendant shall pay that sum to Class Counsel in accordance with the terms of the Settlement Agreement.

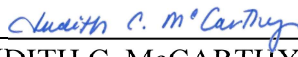
6. Upon consideration of the application for an individual settlement and service award, Class Representative Satima Lucas is awarded the sum of ten thousand dollars (\$10,000.00) in consideration for her individual claims against the Defendant and for the valuable service she has performed for and on behalf of the Class. Defendant shall pay that sum to the Class Representative in accordance with the terms of the Settlement Agreement.

7. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any party of the truth of any allegation in the lawsuit or of any liability, fault or wrongdoing of any kind.

8. Final Judgment is hereby entered in this action, consistent with the terms of the Settlement Agreement.

9. The Clerk is respectfully requested to terminate the pending motion (Docket No. 72) and close the case.

SO ORDERED:



JUDITH C. McCARTHY
United States Magistrate Judge